

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 7/9/10		2. CONTRACT NO. (if any) NRC-41-09-011		8. SHIP TO:	
3. ORDER NO. T018		4. REQUISITION/REFERENCE NO. NRC 41-09-011		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		b. STREET ADDRESS Donald Lowman Mail Stop TWFN 8F5	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		b. COMPANY NAME		c. CITY Washington	
c. STREET ADDRESS 6220 CULEBRA RD		d. CITY SAN ANTONIO		d. STATE DC	
e. STATE TX		f. ZIP CODE 782385166		e. ZIP CODE 20555	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 05560355844 F1196 BOC: 252A APPN: 31X0200 FFS: 5510R105 \$40,000 DUNS: 007935842		10. REQUISITIONING OFFICE FSM		8. TYPE OF ORDER	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination		REFERENCE YOUR	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) September 30, 2010	
a. INSPECTION		b. ACCEPTANCE		18. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance in Support of Engineered Systems Working Session in Hanford, WA" Total task order ceiling: \$53,284 The total obligated amount: \$40,000 The Period of Performance is Date of Award September 30, 2010 NRC Project Officer: Edna Knox-Davin 301-415-6577 Technical Monitor: Donald Lowman 301-415-5452 List of Attachments: Statement of Work DUNS: 007936842					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov					
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230		\$53,284

17(h) TOTAL (Cont. pages)
17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 12 2010

ADM001

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: R.B. Kalmbach

Title: Executive Director, Contracts

Date: 7/7/2010

TASK ORDER TERMS AND CONDITIONS

1. CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

The total estimated cost to the Government for full performance of this contract is \$53,284, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which \$ [REDACTED] represents the fixed fee.

- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is \$40,000, of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which \$ [REDACTED] represents the fixed fee.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be Date of Award through September 30, 2010.

3. 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

<u>Name</u>	<u>Position</u>
[REDACTED]	Project Manager

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so

substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

4. SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

5. WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

STATEMENT OF WORK

PROJECT TITLE: Technical Assistance in Support of Engineered Systems Working Session in Hanford, WA.

JOB CODE:	F1196
TASK AREA 5:	Evaluate non-NDAA Incidental Waste Methodology
TASK ORDER NUMBER:	018
B&R NUMBER:	0-5560-355-844
NRC ISSUING OFFICE:	FSME/DWMEP
NRC PROJECT OFFICER:	Edna Knox-Davin (301) 415-6577
NRC TECHNICAL PROJECT MANAGER (TPM):	Donald Lowman (301) 415-5452
FEE RECOVERABLE:	No

1.0 BACKGROUND

The U.S. Department of Energy (DOE), Office of River Protection, has established a program for retrieval and closure of 149 single-shell tanks at the Hanford Site in Waste Management Area C (WMAC). DOE has requested NRC staff to participate with the U.S. Department of Energy, the U.S. Environmental Protection Agency, and the Washington State Department of Ecology in holding a series of Working Sessions on the development of a long-term human health and environmental assessment for WMAC at the Hanford Site in South Central Washington.

The NRC staff will review DOE's analysis and provide comments during and after the Working Sessions. The NRC staff will assess whether DOE's methodology has sound technical assumptions, analysis, projections, and conclusions. Technical assistance is required to support the NRC staff's review.

2.0 OBJECTIVE

The objective of this project is to support the NRC staff's participation in the Engineered Systems #2 Working Session scheduled for July 27-29, 2010 in Hanford, WA. The session will cover tank degradation, infrastructure degradation, and cementitious waste forms. The NRC is specifically seeking technical assistance reviewing the cementitious waste form documentation and presentations. On an as-needed basis, we may also request technical assistance with tank degradation/steel corrosion, and infrastructure degradation documentation review. A Center for Nuclear Waste Regulatory Analysis (CNWRA) representative shall attend the Working Session in Hanford, WA and provide comments as needed during the Working Session. After the

session, CNWRA shall provide written input to the NRC staff regarding Working Session documentation and presentations.

3.0 STAFFING

This project requires personnel with qualifications in cementitious waste. The following disciplines and qualifications would also be helpful: tank degradation/steel corrosion, regulatory analysis, health physics, materials engineering, performance assessment, chemical engineering, and geochemistry. The NRC reserves the right to approve the individual technical staff assigned to the task.

4.0 SCOPE OF WORK AND DELIVERABLES

For this project, one CNWRA staff member will participate in the Working Session scheduled for the July, 26-30, 2010 in Richland, WA (dates include travel). The attending CNWRA staff member must be experienced in cementitious waste forms and concrete performance/degradation. Immediately upon task order award the contractor shall independently review information related to the Working Session as provided by the NRC TPM and NRC staff. The contractor shall prepare for the Working Session with the NRC staff to discuss the overall approach and any concerns with the project.

The contractor shall inform the NRC TPM as soon as possible on any arising problems or issues. The contractor shall keep the NRC staff informed (either via electronic mailing, phone call, or personal meeting) on a weekly basis and describe the information collected, reviewed, and analyzed under this task.

Deliverables:

By August 31, 2010, a document to the NRC TPM detailing comments and findings based on Working Session documentation review and information gathered before and during the Working Session. The document shall be in electronic format (via electronic mail with electronic attachments) consistent with the word processor in use at the NRC (currently Microsoft Word 2007) and/or in portable document format (i.e., *.pdf)

5.0 REPORTS

No formal letter reports are expected, however as noted above, documentation of findings, comments and final observations are required after the Working Session has ended.

6.0 LEVEL OF EFFORT

The recommended level of effort for the Working Sessions is as follows:

Review DOE's documents and provide input prior to session	2.0 staff weeks
Provide final input and comments after Working Session	2.0 staff weeks
Travel (see Section 7.0 below)	1.0 staff weeks
TOTAL	5.0 staff weeks

NOTE: Level of effort above includes time spent for technical assistance with cementitious waste forms, tank degradation/steel corrosion, and infrastructure degradation. As stated in Section 2.0, tank degradation/steel corrosion and infrastructure degradation technical assistance may be requested on an as-needed basis. If assistance is not required in these areas, the level of effort will be less than 5.0 staff weeks.

NOTE: SEE PROPOSAL DATED JUNE 14, 2010 FOR ACTUAL PROPOSED/ACCEPTED LEVEL OF EFFORT.

7.0 MEETINGS AND TRAVEL

One trip to Richland, WA, would be required:

<u>Topic</u>	<u>Location</u>	<u>Dates</u>	<u>Days</u>	<u>Staff</u>
Engineered Systems #2 Working Session	Richland, WA	7/26-30, 2010	5	1

For pricing purposes, the number of days listed above includes travel time.

8.0 NRC FURNISHED MATERIAL

The NRC will provide copies of the documents necessary for the CNWRA's review and assistance after they are provided by DOE.

9.0 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired under this task order.

10.0 TECHNICAL DIRECTION

Donald Lowman is designated as the NRC TPM for this procurement. Edna Knox-Davin is

designated as the NRC Project Officer. The NRC PO is the focal point for all contract related activities. All program funding actions are initiated by the NRC PO who submits the requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NRC PO for DC.

Technical instructions may be provided by the NRC TPM to the Contractor during the duration of this task order. Technical instructions shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer.

11.0 STANDARD WORK PRACTICES

The Contractor shall ensure that the deliverable documentation is reviewed and approved by the Contractor's management.

When document revisions are issued, a section must be included to document dates of, reasons for, and scope of all changes made since the issuance of the first Contractor's approved document.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.